

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

23 CV 5584

Write the full name of each plaintiff.

Doina Rosa Almazon,
Plaintiff,

-against-

CV

(Include case number if one has been assigned)

COMPLAINT

Jamie Dimon, CEO of JPMorgan Chase;

JPMorgan Chase Bank, National Association

Town of Oyster Bay;

John Doe #1 through John Doe #10;

John Doe Corp #1 through #10

Do you want a jury trial?

☒ Yes ☐ No

Write the full name of each defendant. If you need more space, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed above must be identical to those contained in Section II.

*those people or those entity
names being fictitious and
unknown to Plaintiff, defendants.*

2023 JUL 29 PM 4:47

NOTICE

The public can access electronic court files. For privacy and security reasons, papers filed with the court should therefore *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number. See Federal Rule of Civil Procedure 5.2.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Complaint for a Civil Case

_____ CV _____

DOINA ROSU ALMAZON,

Plaintiff,

-against-

JURY TRIAL REQUESTED

Jamie Dimon, CEO of JP Morgan Chase;

JP Morgan Chase Bank, National Association;

Town of Oyster Bay;

John Doe #1 through John Doe #10

John Doe Corp #1 through #10, Those

People or Those Entity names being fictitious and

Unknown to Plaintiff,

Defendants.

I. BASIS FOR JURISDICTION

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation, and the amount in controversy is more than \$75,000, is a diversity case. In a diversity case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal-court jurisdiction in your case?

☒ Federal Question

☐ Diversity of Citizenship

A. If you checked Federal Question

Which of your federal constitutional or federal statutory rights have been violated?

*Violated my Constitutional Rights; Fourth, Fifth
and Fourteen Amendments; Due Process Rights
Cause of Action for Retaliation and Violation of 14th
Amendment under 42 USC 1983; Equal Protection Violation
(Arbitrary and selective enforcement) under 42 USC 1983*

B. If you checked Diversity of Citizenship

1. Citizenship of the parties

Of what State is each party a citizen?

The plaintiff, _____, is a citizen of the State of
(Plaintiff's name)

(State in which the person resides and intends to remain.)

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

If more than one plaintiff is named in the complaint, attach additional pages providing information for each additional plaintiff.

If the defendant is an individual:

The defendant, _____, is a citizen of the State of _____
(Defendant's name)

or, if not lawfully admitted for permanent residence in the United States, a citizen or
subject of the foreign state of _____

If the defendant is a corporation:

The defendant, _____, is incorporated under the laws of
the State of _____

and has its principal place of business in the State of _____

or is incorporated under the laws of (foreign state) _____

and has its principal place of business in _____

If more than one defendant is named in the complaint, attach additional pages providing
information for each additional defendant.

II. PARTIES

A. Plaintiff Information

Provide the following information for each plaintiff named in the complaint. Attach additional
pages if needed.

<u>Doina</u>	<u>R.</u>	<u>Almazon</u>
First Name	Middle Initial	Last Name
<u>21 Jad Court - PO Box 994, Plainview</u>		
Street Address		
<u>Nassau, Plainview,</u>	<u>New York</u>	<u>11803</u>
County, City	State	Zip Code
<u>(516) 729-3412</u>	<u>DAlmazon@yahoo.com</u>	
Telephone Number	Email Address (if available)	

B. Defendant Information

To the best of your ability, provide addresses where each defendant may be served. If the correct information is not provided, it could delay or prevent service of the complaint on the defendant. Make sure that the defendants listed below are the same as those listed in the caption. Attach additional pages if needed.

Defendant 1:

Jamie Dimon
 First Name Last Name
CEO of JP Morgan Chase
 Current Job Title (or other identifying information)
CT Corporation System
 Current Work Address (or other address where defendant may be served)
28 Liberty Street New York 10005
 County, City State Zip Code

Defendant 2:

JP Morgan Chase Bank, National Association
 First Name Last Name
 Current Job Title (or other identifying information)
CT Corporation System
 Current Work Address (or other address where defendant may be served)
28 Liberty Street New York 10005
 County, City State Zip Code

Defendant 3:

Town of Oyster Bay
 First Name Last Name
 Current Job Title (or other identifying information)
54 Audrey Avenue
 Current Work Address (or other address where defendant may be served)
Nassau Oyster Bay New York 11771
 County, City State Zip Code

Defendant 4:

First Name

Last Name

Current Job Title (or other identifying information)

Current Work Address (or other address where defendant may be served)

County, City

State

Zip Code

III. STATEMENT OF CLAIM

Place(s) of occurrence: 27 Grape Lane, Hicksville NY 11801Date(s) of occurrence: 2010 - Asked Chase for a Modification
Chase advised cannot make any payments not even partial
2011 - Get home and cannot get in, locks on door; then electricity shut
2012 - Hurricane Sandy; 2013 - Illegal Foreclosure
Chase Violating FDC Rules; Displaced and working
on Modification; trying to save house. 2018 Safeguard
dismantles Shed all contents thrown and admits acted on orders

FACTS:

State here briefly the FACTS that support your case. Describe what happened, how you were harmed, and what each defendant personally did or failed to do that harmed you. Attach additional pages if needed. 2022 -
House is
Demolished
all illegally.

I have been displaced for over a decade.
Chase would not allow me to make mortgage payments
not even partial payments. I asked for a
modification in 2010; in 2011 I get home and
find locks on my door, then electricity shut off.
In 2012, Hurricane Sandy and in 2013 pipes burst
due to delays from insurance; displaced and struggling,
going through divorce; working and being a single mom.
Then in 2013 House is being Foreclosed, could not
understand why, Chase would not allow me to make
any payments, not even partial payments.
Upon information and belief they are entrapping
customers and upon information and belief committing
Fraud, misrepresenting that they are working with

me and even appearing in Court stating when I am asking for a Stay, no need for a Stay, we are working on a modification; all along losing papers, missing papers, refusing to give terms and conditions. Violating FDIC Rules that houses under modification are NOT permitted to be foreclosed. Jamie Dimon being on the Board of the Federal Reserve Bank of New York should be aware of this. Chase Bank having Safeguard trespass and cause damage since 2010

INJURIES:

* See Attached

If you were injured as a result of these actions, describe your injuries and what medical treatment, if any, you required and received.

I was physically, emotionally and monetarily damaged. I have been displaced for over a decade due to Jamie Dimon who was informed of what his outside counsels were doing all ignored. Violating FDIC Rules; hiring Safeguard to cause more harm, Depriving me of my home for me and my children. Then when it's 70% done; structurally sound allows Town of Oyster Bay to Demolish my home, knowing it does not have coverage for this and IV. RELIEF Refused to Release all money that was money from Federal.

State briefly what money damages or other relief you want the court to order.

The Defendants actions were willfully, maliciously and wantonly. They Violated my Constitutional Rights and I pray the Court will have Chase pay 3 Million and Town of Oyster Bay 4 Million and any and all other Relief the Court may deem appropriate.

CONTINUE – PAGE 6 – FACTS

Doina Rosu Alamazon v. Jamie Dimon, CEO of JP Morgan Chase et al.

23 cv 05584

I only found out in 2018 when my shed was dismantled and everything thrown in the backyard. Only when I said I will call the FBI did Safeguard admit in writing

That they were on Orders of JPMorgan Chase Bank. I was in disbelief.

When I called Chase as they had a posting on my door saying Safeguard and any information one wants to call JPMorgan Chase Bank. Chase advised they are not aware of this and to call their Outside counsel, Parker, Ibrahim & Berg, LLP., I called and spoke to Olga O'Donnell, she said she did not know who Safeguard is ? When I went in person in Court to show the JHO the pictures of what was done, an associate of Fein, Such & Crane, LLP was there and her comment to me and the Judge she Had no idea who Safeguard was and it was my house how could anyone do this. (Fein, Such & Crane, LLP and Parker, Ibrahim & Berg, LLP., piggy back each other)

Both law firms along with Judge Adams did the illegal foreclosure and Judge Caproni put that on Record (See Exhibit A)

I also wrote a letter of how I asked since 2019 to please change venue as I was Severely Prejudiced in Nassau County, papers missing, Judge Adams who was in Charge of all Foreclosures, had stricken my Answers that were done by an attorney and then Granted Summary Judgment stating No Answers; No opposition, ignoring that I appeared at every conference; did motions; As Pro Se and with attorneys and on the most important date did not appear. That should have raised Red Flags. (See Exhibit B)

Chase outside law firms Parker, Ibrahim & Berg, LLP., (PIB) and Fein, Such & Crane, LLP., ignoring Stays, fully adjudicating my case while there was A Stay to Foreclose; then while I am in Bankruptcy Court to restructure, again they ignore another Stay and put to Foreclose again. I had to stop everything to stop the foreclosure again. When I told the Clerk, she said she never saw something like that. The case was dismissed and this has seriously effected my Credit, due to actions of Chase outside lawfirms. (See Exhibit C)

All moving from place to place, becoming disable due to a work injury and Trying to save my house to have a home for me and my children.

I contacted Jamie Dimon as Washington DC had informed me he is CEO he should know what his workers and outside counsel and workers are doing. I called the Executive Office, spoke to Kathy Wells, Executive Assistant, Then Latrenda who gave me a #ECW201119-01783 and said to call and inform her of what the attorneys were doing. I called numerous times, all ignored.

Mark Winters of PIB stated in his brief, that I am enjoying my house, making a mockery that I am displaced for over a decade, moving from place to place and Waiting for my home to be finished.

PIB said they will be releasing all money, all ignored, holding on to my money for over a decade, losing check for vandalism; all delays causing stress beyond stress.

Called Chase to please release all money to fix house, they were going to release and then Chase outside counsel PIB called to inform them that I have an attorney and they are not permitted to talk to me. All incorrect as with the Town of Oyster Bay who were looking to Demolish my house I was Pro Se. I called Chase to please have in house counsel call me, all ignored.

I emailed Jamie Dimon, as when he was at the Capital and questioned about Customers; as the Federal Government also gave Chase ~~Money~~ *Money* to help the customers.

They Violated FDIC Rules and Aiding and Abetting Town of Oyster Bay

Struggling year after year to save my house and then Town of Oyster Bay puts a Notice that they will demolish my house (~~See Exhibit D~~).

Instead of Parker, Ibrahim & Berg, LLP (PIB) opposing the demolishing of my house, they ignore.

In fact both PIB and Town of Oyster Bay attorney would not even allow me to have a one time adjournment stating if I agree to their condition and the Court allowed this. Denying me my Due Process Rights, no Reporter and no Right to even have a first time adjournment, only if I agree to what Chase and Town of Oyster Bay asked.

This was apparent that they were working together.

My house was structurally sound and Certified by NYS Architect; Builder and Engineer and all provided to the Court, Town of Oyster Bay Chase Bank outside counsel Parker Ibrahim & Berg, LLP and all ignored. (See Exhibit ~~D~~)

All my pleas to Chase Corporate Office, and Jamie Dimon, so he is aware, All ignored of what Chase Bank and their outside law firms were doing. Violating FDIC Rules and then Violating my Constitutional Rights.

AS TO TOWN OF OYSTER BAY :

I filed a Notice of Claim to protect my Rights.
Apparently if one does not file a Notice of Claim in 3 months, one cannot Sue a municipality. (See Exhibit ~~E~~)

Town of Oyster even did selective enforcement; constantly coming to see If my grass was cut. This is illegal as there were houses that were not maintained and reporters went to measure and could not believe what the Town was doing, targeting my house.

I maintained my house with landscapers paying \$20 to \$35 a week.
Town of Oyster Bay said they maintained the property with Chase and Safeguard;
Knowing that I maintain my property.

Mark Winters of PIB even gave wrong amount of money they were holding and
refusing to release; the lower court ignored.

It was apparent that Town of Oyster Bay and the attorneys were in charge, as I
Had NO Rights, they refused to have anything on Record.

Refused to have a Hearing or Conference to dispute the Town of Oyster Bay's
Report, all ignored and my house was demolished.

See Exhibit ~~F~~ as to Town of Oyster Bay actions.

I was forced to Retire in May of 2022. I am only receiving \$7.87 for Pension as
the Pension of \$754 is going toward my Health Benefits. I am suffering as the
place I am renting has Black Mold and my Right Eye was bleeding and due to
the levels of the Black Mold has weaken my eye.

All due to not being in my own home, but moving and moving and paying rent
and storage for over 10 years. *The stress has effected my health immensely
No one should have their home illegally taken, Violating our Rights.*

Governor Cuomo received money from the Federal to help families from
Hurricane Sandy. He received upon information and belief \$2 Billion Dollars
and gave the money to Mangano, who had five different
Management companies running the money and stating mismanagement of
funds, depriving people of helping them with their homes, which is what the
money was given for. As it was reported at the tenth anniversary of
Hurricane Sandy, mismanagement of funds by NYS Rising, while thousands are
displaced and NYS Rising asking the people to give them the money they gave
back knowing that their homes are not done; and refusing to give money to finish
homes. Also, changing Federal Rules. On a trip to Washington, I met an
Executive from HUD and asked why did he change rules and not paying for Rent
and foreclosing on homes; He stated that he did not change the Rules and that
New York State is not permitted to change Federal Rules.

As I was informed houses in modification are NOT permitted to be foreclosed as Per FDIC Rules. Something that JPMorgan Chase Bank, NA., and their outside counsel seem to ignore.

The Defendants Violated my Constitutional Rights

My 4th, 5th and 14th Amendment Rights were Violated and my

Due Process Rights. I am an immigrant from Europe and I became a

US Citizen and as my Family said "America" the place where Dreams come true,

People have Rights and are Protected by the Constitution. To see my house

demolished while waiting for over 10 years to be finished and it is almost finished

and the Town of Oyster Bay ignores that it is structurally sound and 70% done

and Jamie Dimon ignores my pleas for help and JP Morgan Chase Bank, NA and

their outside counsel Parker Ibrahim & Berg, LLP have no opposition. They

ignored and refused to oppose the demolishing of my house; which

shows they acted together to intentionally, willfully, maliciously and wantonly

to take my house violating my Constitutional rights and with intent to cause

me irreparable harm. I have been harmed, physically, emotionally and

monetarily and they wanted to inflict more.

JP Morgan Chase Bank and Parker Ibrahim & Berg, LLP refused to give me

Information on the insurance Chase had on my house after my house was demolished.

The NYSDFS stepped in and Requested this so I could receive this.

All showing when papers were received that JP Morgan Chase had no coverage for demolishing of my house; so why would JP Morgan Chase not Oppose such actions, knowing they had no coverage for demolishing house.

Also, houses under construction and that were damaged from a storm are not to be demolished. My house was Structurally sound and 70% complete as the attached show; why would they do this. This all shows intent to take my house.

As to the Claims:

1. Cause of Action for Retaliation and Violation of 14th Amendment under 42 USC 1983.
2. Cause of Action for Equal Protection Violation (Arbitrary and Selective Enforcement) under 42 USC 1983.
3. Cause of Action for Procedural Due Process Violation.
4. Cause of Action for Violation of the Fifth Amendment Takings Clause.
5. Cause of Action for Fourth Amendment Violation.
6. Violation of Article 1, subsection 7 of the New York State Constitution: Taking Clause.
7. Violation of Article 1, subsection 12 of the New York State Constitution: Search and Seizure Clause.
8. Trespass;
9. Nuisance;
10. Abuse of Process

For Jamie Dimon, to ignore all my emails and calls to please have Chase in house counsel step in to help me as to what Fein Such & Crane, LLP and Parker, Ibrahim & Berg, LLP were doing was Violating FDIC Rules; and then aiding and abetting the Town of Oyster Bay to illegally taking of my house and Violating my Constitutional Rights.

I respectfully ask that the court to appoint an attorney to help me with my case And the injustice that was done and I pray that no one goes through this.

They illegally took my home; Refusing to release my money from Hurricane Sandy; refusing to have in house counsel address what Parker Ibrahim and Berg, LLP and Fein, Such & Crane, LLP were doing; ignoring all my Rights.

Aiding and Abetting the Town of Oyster Bay.

I maintained my house; even got the taxes lowered; I had my house since 1990 and what Jamie Dimon, JP Morgan Chase Bank, National Association and

Town of Oyster Bay did is shameful and a sin to do this intentionally,

Willfully, maliciously, and wantonly to take my house, the only home I had.

To make me have nothing all my Pension and Deferred Comp I had to borrow to Survive, paying penalties as I had to take the money out to survive.

Being deprived of having a home for my children; enjoying life;

going back to law school or advancing in my career all which I could not do, I

was struggling to save my house for a decade and to have the Defendants

Violate my Constitutional Rights is an Injustice. No one should be above the law

And ignore our Constitution or Peoples Rights.

God Bless

Page 6- G

V. PLAINTIFF'S CERTIFICATION AND WARNINGS

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

I agree to notify the Clerk's Office in writing of any changes to my mailing address. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Each Plaintiff must sign and date the complaint. Attach additional pages if necessary. If seeking to proceed without prepayment of fees, each plaintiff must also submit an IFP application.

6/29/2023
Dated

Doina
First Name

R.
Middle Initial

Alma
Last Name

21 Jad Court, PO Box 994
Street Address

Nassau, Plainview
County, City

N.Y.
State

11803
Zip Code

(516) 729-3412
Telephone Number

DAlma2on@yahoo.com
Email Address (if available)

I have read the Pro Se (Nonprisoner) Consent to Receive Documents Electronically:

☐ Yes ☐ No

If you do consent to receive documents electronically, submit the completed form with your complaint. If you do not consent, please do not attach the form.

EXHIBIT A

JCCQalmm-corrected

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
-----X

3 DOINA ROSU ALMAZON

4 Plaintiff

5 v.

19 Civ. 4871 (VEC)
Motion

6 J. P. MORGAN CHASE BANK,
7 NATIONAL ASSOCIATION

8 Defendant

9 -----X
New York, N.Y.
10 December 16, 2019
2:30 p.m.

11 Before:

12 HON. VALERIE E. CAPRONI

13 District Judge

14 APPEARANCES

15 DOINA ROSU ALMAZON - Pro Se

16
17 CHINTA PERDOMO BERKS & FRANTANGEL LLP
Attorney for Plaintiff
18 PADMAJA CHINTA

19 PARKER IBRAHIM & BERG LLP
Attorney for Defendant Chase
20 SCOTT W. PARKER

21 FEIN SUCH & CRANE LLP
Attorney for Defendant Chase Foreclosure action
22 RICHARD D. FEMANO
23
24
25

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

JCGQalmM-corrected

1 for -- as you know, this is -- 2013. A lot of representations
2 have been made and the funds were, you know, on their way to be
3 paid. We have the amounts owed. Nothing has been paid. And
4 to continue to let this go on and on forever serves no purpose
5 to any party. The foreclosure action should proceed.

6 THE COURT: What are you going to do about the fact
7 that the judge's order in Nassau County was improper?

8 MR. FEMANO: I'm not sure that it was improper, your
9 Honor.

10 THE COURT: It clearly was improper. It was issued
11 when the case was still pending in federal court.

12 MR. FEMANO: That was a motion to reconsider. At post
13 foreclosure sale, the borrower is free to file another motion
14 to, you know, have that decision for reconsideration based on
15 the fact that it may have been decided during the pendency of
16 the federal court removal, but that does not stay plaintiff
17 from sending a foreclosure sale. A foreclosure sale would be
18 subject to any future motions by Ms. Alamazon, and we do
19 anticipate she will continue to file motions non-stop. She
20 argues that she hasn't received notice of any proceedings, but
21 yet she's opposed every stage of this foreclosure. And I
22 personally, you know, replied to almost every one of those
23 oppositions.

24 THE COURT: No, it's clear that she had notice of what
25 was going on in state court because she's responded to them.

JCGQalmM-corrected

27

1 other cases you want to call my attention to. And if the
2 defendants -- actually I don't know what you are, the
3 plaintiffs, whatever you are, back table, Chase, you've got
4 authority that says no, once the case is remanded, the case is
5 remanded. You might want to send that to them too. And I
6 encourage you to think about this issue regardless of what I
7 do. Because I understand the state of play. Chase is going
8 proceed with a forfeiture sale tomorrow based on the denial of
9 reconsideration from a judge who did not have authority to do
10 that.

11 Now, as you see, I disagree with the plaintiff whether
12 I can do anything about that because I don't think I have
13 jurisdiction. Plaintiff may persuade me that I do. But Chase
14 has got a business decision to make, which is whether you want
15 to proceed with the sale with that cloud hanging over it,
16 particularly now that the plaintiff has on the record a federal
17 judge telling Chase that the underlying order was entered
18 without jurisdiction. The law on that is very clear.

19 MR. PARKER: Understood, your Honor.

20 THE COURT: All right. Send me what you can.

21 Thank you all again for coming on short notice.

QCH214
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

Plaintiff,

TERMS OF SALE

Index No. 000585/13

-VS-

DOINA ALMAZON AKA/DINA ALMAZAN;
JONEL ALMAZON; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC. AS NOMINEE
FOR NATIONAL BANK OF KANSAS CITY, and
CITIBANK, N.A.

Defendants.

The premises described in the annexed Legal Notice of Sale will be sold under the
direction of ZELDA C. JONAS, Esq. Referee, upon the following terms:

*****SALE IS BEING HELD SUBJECT TO A PENDING APPEAL*****

1st. Ten percent of the purchase money of said premises will be required to be
paid to the said Referee, by bank check or certified check at the time and place of
sale, and for which the Referee's receipt will be given. If Plaintiff is the purchaser, the
cost thereof is waived.

EXHIBIT B

Doina Almazon
PO BOX 8304
Hicksville, New York 11801
Tel.: (516) 729-3412
DAlmazon@yahoo.com

April 25, 2023

Fax.: (516) 493-3385
Hon. David P. Sullivan
Justice of the Supreme Court
100 Supreme Court Drive
Mineola, New York 11501

Fax.: (516) 493-3391
Hon. Vito M. DeStefano
Administrative Judge of Nassau County

Re: Index No.: 000585 / 2013

Dear Judge Sullivan,

Please be informed that I have been a litigant in Nassau County and in the Appellate Division, Second Department, and have been Pro Se on some cases.

I believe that I have NOT been treated fairly by the Judicial System in Nassau County and I am writing to summarize my Complaints and various Court's errors in the hope that these issues can be addressed.

I have filed a Change of Venue with the Appellate Division, Second Department (copy was submitted to Nassau Court to be e-filed, so it can be viewed by your Honor as well as others).

Judge Sullivan denied my motion to Change Venue, which I submitted in 2019 and stated it is moot, due to my house being demolished by the Town of Oyster Bay on June 30, 2022. **Town of Oyster Bay (TOB) Violated two tort claims and Violated my Constitutional Rights.** This is under case index No.: 604720/2021.

Motion to Change Venue was submitted December 9, 2019 and ignored by the Nassau Court due to the following:

- A) Illegal Foreclosure, which was done by Fein, Such & Crane, LLP and Parker, Ibrahim & Berg, LLP., who are outside counsel for JPMorgan Chase Bank, NA (Chase), and who piggy back each other; So no one knows who is handling the case, they go back and forth to cause confusion.

JP Morgan Chase Bank NA (Chase) sent a Representative from the Corporate Office which came to

the conference held at Nassau Court, 100 Supreme Court Drive, Mineola, New York, at Foreclosure Part. The conference was held and Chase Corporate Official advised the Court in person: **DO NOT Foreclose on Ms. Alamazon's Property. Chase is working on a modification with Ms. Alamazon and her property is NOT to be Foreclosed.**

I have always paid my mortgage on time and even paid extra toward principal. I asked for a modification and Chase Bank advised I am Not permitted to make any mortgage payments NOT even partial payments until modification was complete. Even Regional Director of Freddie Mac stepped in to help me as to Chase and their attorneys actions.

- B) Loan was under Modification and loans under modification are NOT permitted to be foreclosed as per "FDIC". Something Nassau Court should know and yet ignored.
- C) Answers were submitted and former Judge Adams, who was the former Administrative Judge and in charge of Foreclosures "had stricken Answers which were done by an attorney and he issued Summary Judgment Ordered stating NO Answers were submitted" and that there is NO Opposition. This is in brief, which is on Appeal in the Second Department. Appeal was heard in October of 2022, and yet there is No Decision as of this date. The Federal stated if I lose appeal to then proceed to Federal as they will then have Jurisdiction. Also, If I appeared at every conference and submitted motions why would I not appear at the most important one. **This should have raised Red Flags. Instead it was ignored. To say No Opposition, I had attorneys and was Pro Se opposing Chase outside law firms.**

Also, as to other cases in Nassau Court, where I was denied my Rights and Justice ignored:

- D) Former Judge Peck, refused to allow me to speak at conference regarding my pending case on Otsego Insurance. Only allowed insurance attorney to speak. I was Pro Se at this conference and he ignored all my rights. **This is case No.: 600552/2015**

I was then represented by James Carman, Esq., of Carman, Callahan & Ingham, LLP., the firm also made a motion to address my contents and consequential damages and again Judge Peck denied the motion.

Then Judge Brown took over. As we were in mediation as per Judge Brown ; Judge Morano, former Administrative Judge said this is two claims and you should get your contents and consequential damages and let Chase attorneys deal with dwelling, regarding the house.

Judge Morano then ordered that a Decision Maker from Chase Bank must be present at mediation as Parker, Ibrahim & Berg, LLP., were not permitted to make decisions and wasted the courts time sending associates. Thereafter OCA also stated Decision Makers must be present at mediation.

This case is over 8 years of delays, due to the Bad Faith of Insurance.

There is a BAD FAITH Bill of insurance and is in legislation Under Assembly Bill No.: A7285 and Senate Bill No.: S6823 this is in legislation and still active. This Bill needs to be passed and be Retroactive since Hurricane Sandy, when it was first introduced. It is A Common Sense Bill if Insurance shows Bad Faith, then they will pay double the Policy. This needs to be passed and be retroaction and signed by the Governor for the People, not be ignored as it has been and thousands of People are still displaced and struggling.

On June 30, 2022, Town of Oyster Bay Demolished my house. The house was structurally sound as Certified by NYS Architect, Builder and Engineer and 70% complete. Judge Randy Sue Marber and her law secretary Ms. Makhijani refused to allow me to have a Hearing / Conference so I could refute Town of Oyster Bay reports; all because I asked that I want a Court Reporter to have everything on Record. **This denied my Constitutional Rights of Due Process.**

Sandra Day O'Connor, who was A Justice of the United States Supreme Court stated:

"Due Process Rights must be Protected".

I asked for a Stay, Judge Marber declined. Instead of recusing herself as she has denied my Constitutional Rights. I then asked the Appellate Division, Second Department for a Stay NOT to have my house demolished as Appeal is pending in the Second Department; Again, Second Department denied, ignoring what Nassau Court is doing wrongfully, inappropriate and willfully.

Even the Federal Court Judge said what Judge Adams and Chase outside counsels Fein, Such & Crane, LLP and Parker, Ibrahim & Berg., LLP (PIB) did was an illegal foreclosure and it's on Record (see attached SDNY). If I lose my appeal, then the Federal Court will have jurisdiction. Brief was submitted, and hopefully all the Justices will read the entire brief; including where Mark Winters of Parker Ibrahim & Berg, LLP., states that I am enjoying my home. I have been displaced for over a decade due to Hurricane Sandy and the delays of Otsego insurance, who not only have their own back up money, but also received additional Federal money to help the People. This Congress can question where is money that they provided.

For Chase law firms, Fein, Such & Crane, LLP and Parker, Ibrahim & Berg, LLP.,(PIB) to ignore the law and Nassau County Court and the Appellate Division, Second Department, who oversees Nassau Court to ignore the injustice is shameful.

All the delays and the injustice that I have seen in Nassau County is Shameful.

Mark Winters, Esq., of Parker, Ibrahim & Beg, LLP (PIB) outside counsel giving incorrect information to the Court and the Court ignoring. PIB even ignoring Stays, etc.

OCA I believe said that Attorneys should be sanctioned for unethical conduct, not be ignored.

Hopefully Changes will be made to restore the Peoples trust in the Courts and to Protect Peoples Rights, NOT ignore.

Courts are to be for Justice, NOT Injustice.

I have asked that the Appeal (Appellate Division Docket No.: 2022-0994) that is presently in Second Department be moved to the First Department. (Copy of Motion is on E-file – Index No.: 000585/2013 – 52 Pages)

I have been severely Prejudiced by Nassau County and the Second Department who has ignored all the injustice that Nassau County Court has been doing and that is ignoring Justice which is what the Courts have been established for **"Justice NOT Injustice"**.

As the United States Attorney Generals have said:
Attorneys are NOT above the law and NO one is above the law.

Justice must be restored in the Courts and there must be transparency and accountability when People are denied Justice.

Respectfully,



Doina Almazon

CC:

Emailed to:

Fein, Such & Crane, LLP
Parker, Ibrahim & Berg, LLP

Hon. Hector D. LaSalle, Presiding Justice of the Second Department
Hon. Norman St. George, Deputy Chief Administrative Judge

BCC

Encls.

JCGQaInM-corrected

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
-----X

3 DOINA ROSU ALMAZON

4 Plaintiff

5 v.

19 Civ. 4871 (VEC)
Motion

6 J. P. MORGAN CHASE BANK,
7 NATIONAL ASSOCIATION

8 Defendant
-----X

9
10 New York, N.Y.
11 December 16, 2019
12 2:30 p.m.

13 Before:

14 HON. VALERIE E. CAPRONI

15 District Judge

16 APPEARANCES

17 DOINA ROSU ALMAZON - Pro Se

18 CHINTA PERDOMO BERKS & FRANTANGEL LLP
Attorney for Plaintiff
19 PADMAJA CHINTA

20 PARKER IBRAHIM & BERG LLP
Attorney for Defendant Chase
21 SCOTT W. PARKER

22 FEIN SUCH & CRANE LLP
Attorney for Defendant Chase Foreclosure action
23 RICHARD D. FEMANO
24
25

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

JCGQalmM-corrected

31

1 for -- as you know, this is -- 2013. A lot of representations
2 have been made and the funds were, you know, on their way to be
3 paid. We have the amounts owed. Nothing has been paid. And
4 to continue to let this go on and on forever serves no purpose
5 to any party. The foreclosure action should proceed.

6 THE COURT: What are you going to do about the fact
7 that the judge's order in Nassau County was improper?

8 MR. FEMANO: I'm not sure that it was improper, your
9 Honor.

10 THE COURT: It clearly was improper. It was issued
11 when the case was still pending in federal court.

12 MR. FEMANO: That was a motion to reconsider. At post
13 foreclosure sale, the borrower is free to file another motion
14 to, you know, have that decision for reconsideration based on
15 the fact that it may have been decided during the pendency of
16 the federal court removal, but that does not stay plaintiff
17 from sending a foreclosure sale. A foreclosure sale would be
18 subject to any future motions by Ms. Alamazon, and we do
19 anticipate she will continue to file motions non-stop. She
20 argues that she hasn't received notice of any proceedings, but
21 yet she's opposed every stage of this foreclosure. And I
22 personally, you know, replied to almost every one of those
23 oppositions.

24 THE COURT: No, it's clear that she had notice of what
25 was going on in state court because she's responded to them.

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JCGQalmx-corrected

27

1 other cases you want to call my attention to. And if the
 2 defendants -- actually I don't know what you are, the
 3 plaintiffs, whatever you are, back table, Chase, you've got
 4 authority that says no, once the case is remanded, the case is
 5 remanded. You might want to send that to them too. And I
 6 encourage you to think about this issue regardless of what I
 7 do. Because I understand the state of play. Chase is going
 8 proceed with a forfeiture sale tomorrow based on the denial of
 9 reconsideration from a judge who did not have authority to do
 10 that.

11 Now, as you see, I disagree with the plaintiff whether
 12 I can do anything about that because I don't think I have
 13 jurisdiction. Plaintiff may persuade me that I do. But Chase
 14 has got a business decision to make, which is whether you want
 15 to proceed with the sale with that cloud hanging over it,
 16 particularly now that the plaintiff has on the record a federal
 17 judge telling Chase that the underlying order was entered
 18 without jurisdiction. The law on that is very clear.

19 MR. PARKER: Understood, your Honor.

20 THE COURT: All right. Send me what you can.

21 Thank you all again for coming on short notice.



EXHIBIT C

Doina Alamazon
27 Grape Lane
Hicksville, New York 11801
Tel.: (516) 729-3412

February 18, 2020

Hon. Louis A. Scarcella
United States Bankruptcy Court
Eastern District of New York
Alfonse M. D'Amato Federal Courthouse
290 Federal Plaza
Central Islip, New York 11722

Re: Case No.: 8-19-78516-las
Chapter 13
In Re: Doina R. Alamazon

EAS
RECEIVED - CENTRAL ISLIP

2020-02-20 09:06

Dear Honorable Judge Scarcella,

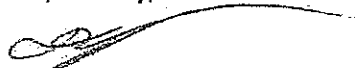
Please be advised that I would appreciate the indulgence of the Court in granting me an additional 30 days for the completion of required filings under my Bankruptcy Petition so I can engage the services of a Bankruptcy attorney. My time has been impacted by the financial stress I am under as well as the activities I have been left to deal with, Pro Se, by JPMorgan Chase Bank, N.A., and their attorneys (Parker, Ibrahim & Berg, LLP and Fein, Such & Crane, LLP) – SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NASSAU – Index No.: 000585/13.

Despite the automatic Stay of this Court, and my appeal of a New York State court foreclosure action, they have illegally scheduled the foreclosure of my home for February 25, 2020. A copy of the illegally scheduled February 25, 2020, Notice of Foreclosure is attached.

I pray you will grant my extension.

Thank you for your kind attention to this matter.

Respectfully,



Doina Alamazon

DA:d
Encl.

NOTICE OF SALE SUPREME COURT NASSAU COUNTY

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, Plaintiff against

DOINA ALMAZON A/K/A DOINA ALMAZAN, et al Defendants

Attorney for Plaintiff(s) Fein Such & Crane, LLP, 1400 Old Country Road, Suite C103, Westbury, NY 11590 Attorney (s) for Plaintiff (s).

Pursuant to a Judgment of Foreclosure and Sale entered December 17, 2018, I will sell at public auction to the highest bidder at CCP (Calendar Control Part Courtroom), in the Nassau Supreme Court, 100 Supreme Court Drive, Mineola, N.Y. 11501 on February 25, 2020 at 11:30 AM. Premises known as 27 Grape Lane, Hicksville, NY 11801. Sec 45 Block 328 Lot 17. All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York. Approximate Amount of Judgment is \$369,879.02 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index No 000585/13.

Zelda C. Jonas, Esq., Referee

QCH214

EXHIBIT D

ADRAGNA DESIGNS, LLC.

· 29 MAIN STREET · COLD SPRING HARBOR · NY · · (516) 289-2461 · A2ARCH16@GMAIL.COM ·

September 22, 2021

To: Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, NY 11771

Att: Town Buildings Official

Re: 27 Grape Lane, Hicksville NY 11801
Sec. 45; Blk: 328; Lot: 17

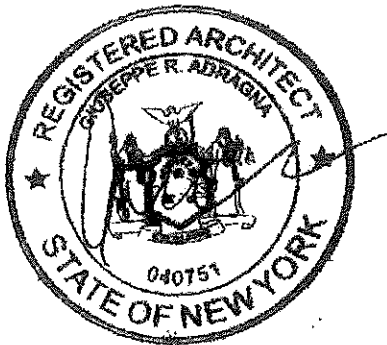
To whom it may concern,

This letter is to certify that I, Giuseppe Adragna, am a Registered Architect, licensed by the State of New York under license # 040751.

I am writing this letter to restate my previously submitted, notarized letter dated July 02, 2021. I stand by my statements certifying that the house located at the subject property is structurally sound and is not in danger of collapse.

Sincerely,

Giuseppe Adragna



ADRAGNA DESIGNS, LLC.

29 MAIN STREET · COLD SPRING HARBOR · NY · (516) 289-2461 · A2ARCH16@GMAIL.COM

July 2, 2021

To: Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, NY 11771

Attn: Town Buildings Official

Re: 27 Grape Lane, Hicksville NY 11801
Sec. 45; Blk. 328; Lot 17

To whom it may concern,

This letter is to certify that I, Giuseppe Adragna, am a Registered Architect, licensed by the State of New York under license # 040751.

I have reviewed a property report prepared by Cashin Spinelli & Ferretti, LLC dated June 7, 2021, CSF No. 40-1815.023. The report goes above and beyond to state and document that the subject building is in disrepair.

Based on my review of the CSF report as well as my experience from visiting the subject property we can discern the following:

- There is vinyl siding missing from a small portion of the front of the house.
- Several missing window locations have been boarded up with plywood.

Therefore while the exterior siding may be missing on a portion in the front of the house this is not an indication that the structure is negatively affected. A review from the inside makes it clear that the wall construction is safe and structurally sound.

Upon review of the building and the site, the dwelling gives the impression that it is in the middle of construction and can be completed without the need of demolishing the building. It is my recommendation that construction commence and the building be repaired. At that time siding and soffits can be completed and/or replaced; all windows be installed, building envelope be made airtight and comply with all relevant building codes regarding insulation, and adjustments can be made to the staircase for it to comply with minimum dimensions regarding width and rise for the stairs and landing.

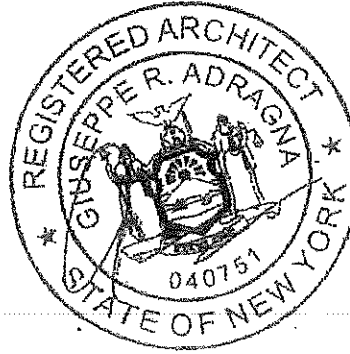
ADRAGNA DESIGNS, LLC.

29 MAIN STREET • COLD SPRING HARBOR • NY • (516) 289-2461 • AZARCH6@GMAIL.COM •

I acknowledge that the Building Department of the Town of Oyster Bay is relying on the truth of the statement contained herein to withdraw an order of demolition for the above mentioned residence.

Sincerely,

Giuseppe Adragna



Sworn to before me

On this 13TH day, July 2021

[Signature]
Notary Public

VIKRAM S RANA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RA6376926
Qualified in Suffolk County
My Commission Expires 06-25-2027

VERIFICATION

STATE OF NEW YORK)

ss.:


COUNTY OF NASSAU)

I, GIUSEPPE ADRAGNA being duly sworn deposes and says:

I am a Registered Architect, licensed by the State of New York under license # 040751.

I refer the Court to my Report of July 2, 2021 attached hereto to be a true and accurate copy of my Report dated July 2, 2021 regarding property located at:
27 Grape Lane, Hicksville, New York 11801, Sec. 45, Blk. 328, Lot: 17.

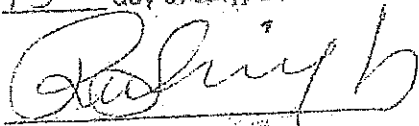
Based on my Report, the Town of Oyster Bay's Motion to Demolish the property, should be Denied by the Court.



GIUSEPPE ADRAGNA

Sworn to before me this

13th day of July, 2021



NOTARY PUBLIC

VIKRAM S RANA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RA6375926
Qualified in Suffolk County
My Commission Expires 06-25-2022

September 23rd, 2021.

MJM Home Remodeling, Inc.
2 Centre Avenue
P.O. Box 193
East Rockaway, NY, 11518.
Phone: (516) 887-8877
Fax: (516) 887-8877
Email: mikefire1234@gmail.com

Re: Doina Almazon
27 Grape Lane, Hicksville, NY, 11801.
Section: 45
Block: 328
Lot: 17

To Whom It May Concern,

On June 16th, 2021, I received a request to evaluate the condition of the home located at 27 Grape Lane, Hicksville, NY. This property has not changed since June 16th, 2021. According to documents and letters from the Town of Oyster Bay the home is in poor condition. I do not agree with their findings. This house is presently under construction and is in very good condition. When I first approached the building, it seemed as though it was in bad shape. However, when I looked further into the interior, I realized this home was actually in very good shape. The exterior showed some missing siding and some missing windows. The interior framing and beams used for headers are impressive, each beam has been installed level and meet code the plumbing, elect HVAC are roughed in and ready to be closed. The staircase is missing a railing, otherwise it has to be finished.

If I may address code I must point out when a home is under complete renovation. It does not meet code until the work gets finished. Although the home shows incomplete work, it shows it's well on its way.

As I digest the accusations it is clear that the statements made are not justified. I have been in the reconstruction business and I can tell you this home is on it's way to recovery. As you can see from the photos the rough electric and plumbing is ready for rough inspection, until that time the building is not to code. This is typical during a large reconstruction project. The new contractor may have to file due to an expired permit. However, this does not affect the quality of the work.

I would also like to point out that the false statements of CFS consulting should be challenged.

Yours truly,
Michael Molinari
MJM Home Remodeling, Inc.



Sep 23 21, 13:27

p.2



2 Centre Avenue, East Rockaway, NY 11518 ♦ 516-887-8877 ♦ (Fax) 516-887-0588 ♦ mikefire1234@gmail.com

MJM Home Remodeling, Inc.

2 Centre Avenue

P.O Box 193

East Rockaway, NY, 11518.

Phone: (516) 887-8877

Fax: (516) 887-8877

Email: mikefire1234@gmail.com

Michael Molinari, President
September 23rd, 2023

Re: Doina Almazon

27 Grape Lane, Hicksville, NY, 11801.

Section: 45

Block: 328

Lot: 17

To Whom It May Concern,

On June 16th, 2021, I received a request to evaluate the condition of the home located at 27 Grape Lane, Hicksville, NY. This property has not changed since June 16th, 2021.

According to documents and letters from the Town of Oyster Bay the home is in poor condition. I do not agree with their findings. This house is presently under construction and is in very good condition. When I first approached the building, it seemed as though it was in bad shape. However, when I looked further into the interior, I realized this home was actually in very good shape. The exterior showed some missing siding and some missing windows. The interior framing and beams used for headers are impressive, each beam has been installed level and meet code the plumbing, elect HVAC are roughed in and ready to be closed.

The staircase is missing a railing, otherwise it has to be finished.

If I may address code I must point out when a home is under complete renovation. It does not meet code until the work gets finished. Although the home shows incomplete work, it shows it's well on its way.

As I digest the accusations it is clear that the statements made are not justified. I have been in the reconstruction business and I can tell you this home is on it's way to recovery. As you can see from the photos the rough electric and plumbing is ready for rough inspection, until that time the building is not to code. This is typical during a large reconstruction project. The new contractor may have to file due to an expired permit. However, this does not affect the quality of the work.

I would also like to point out that the false statements of CFS consulting should be challenged.

Yours truly,
Michael Molinari
MJM Home Remodeling, Inc.



Home Remodeling, Inc.

2 Centre Avenue, East Rockaway, NY 11518 ♦ 516-887-8877 ♦ (Fax) 516-887-0588 ♦ mikefire1234@gmail.com

Michael Molinari, President
Nassau License #151161

June 29, 2021

Doina Almazon
27 Grape Lane
Hicksville, NY 11801

Dear Ms. Almazon,

On June 16th, 2021, I received a request to evaluate the condition of the property located at 27 Grape Lane, Hicksville, New York.

The property is presently under construction and is in very good condition. When I initially approached the house, it appeared to be in bad condition. However, after further observation of the interior, I am able to state that the house is actually in very good condition. The interior framing and beams, used for headers, are at the appropriate level, impressive and meet code. The plumbing and electrical HVAC are roughed in and ready to be closed. The staircase is missing some nailing and otherwise has to be finished.

The exterior showed some missing siding and windows.

I must point out that that when a home is under complete renovation, it does not meet code until the work is completed. Although the house shows incomplete work, it is well on its way.

As I digest the accusations, it is clear that the statements made are not justified. I am in the business of reconstruction and home remodeling and can state that this home is on its way to recovery.

Very truly yours,
MJM HOME REMODELING, INC.

Michael Molinari
President

MM/sw



Home Remodeling, Inc.

2 Centre Avenue, East Rockaway, NY 11518 ♦ 516-887-8877 ♦ (Fax) 516-887-0588 ♦ mikefire1234@gmail.com

Michael Molinari, President
Nassau License #151161

To whom it may concern,

Hello, my name is Michael Molinari. I am a restoration contractor. I am listed with the BBB as a specialist in fire and water damage. I am familiar with procedure and protocol. My daily activities consist of evaluation of protection, whereas the bank MTG Co. would release funds according to the percentage of work completed.

My experience in estimating has been tested over the last 40 years I've been in business. It has become second nature. I do so declare that the residence located at 27 Grape Lane, Hicksville, NY, has completed 65%-70%, and that this home is stable and ready to sheetrock.

Michael Molinari
Sincerely,

Michael Molinari
MJM Home Remodeling, Inc.
(516) 887-8877

EMERGENCY SERVICES COMPAN 516-791-3881

p.02

VERIFICATION

STATE OF NEW YORK)

ss.:)

COUNTY OF NASSAU)

I, MICHAEL MOLINARI, being duly sworn deposes and says:

I am the President of MJM HOME REMODELING, INC.

I refer the Court to my Report of June 29, 2021, attached hereto to be a true and accurate copy of my Report dated June 29, 2021 regarding property located at:

27 Grape Lane, Hicksville, New York 11801; Sec. 45; Blk: 328; Lot: 17.

Based on my Report, the Town of Oyster Bay's Motion to Demolish the property, should be Denied by the Court.

Michael Molinari
MICHAEL MOLINARI

7-15-21

Sworn to before me this 15

day of July, 2021

[Signature]
NOTARY PUBLIC

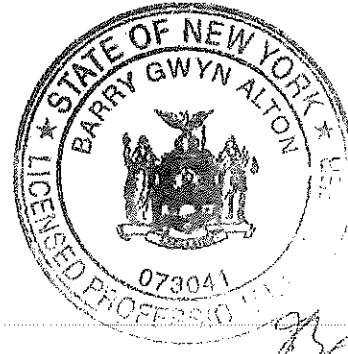
CRISTOPHER J. GRAY
Notary Public, State of New York
No. 008688432
Qualified in Nassau County
Commission Expires April 19, 2024

BARRY G. ALTON, Professional Engineer, Consultant (516) 889-8161

NYS License No.: 073041

April 16, 2022

Barry G. Alton PE
617 Lafayette Blvd.
Long Beach, NY 11561



To: Doina Almazon

Subject: 27 Grape Lane, Hicksville, NY 11801



The subject house was inspected to evaluate its structural integrity and progress of restoration including new electrical and plumbing work.

27 Grape Lane lost power during Superstorm Sandy, which resulted in a loss of heat followed by burst plumbing lines, which in turn damaged all interior finishes calling for a full gut and renovation.

High Level Summary of Findings:

The foundation and frame of the house are structurally sound. There was no evidence of structural cracks, rot, termite damage or displacement.

The renovation is substantially complete. Remaining work in progress includes:

- Installation of a few new windows and new siding to seal the exterior.
- Insulation and sheetrock of the interior.
- Installation of electric devices connected to the new wiring distributed throughout.
- Installation of plumbing fixtures to the new PEX plumbing lines distributed throughout.
- A boiler, hot water heater and radiators (or a hot water coil to the air handler).
- Air conditioning ductwork distribution ventilation registers (after sheetrock is installed).
- Final inspection when project is completed (noted findings, per code) to issue the certificate of occupancy.

I. EXTERIOR:

- a. **Roof:** The roof was leak free at the time of the inspection. It is a 25-year roof shingle with 5 to 7 years of remaining life. The garage has storm damage in one section that needs a patch.
- b. **Siding:** In general, the siding is satisfactory with exception the from which is in poor condition where penetrations were compromised due to removed windows and dame around the front and garage door. The siding is satisfactory where intact and requires patching where window penetrations were boarded up.
 - I disagree with a report from CFS on June 7, 2021stating 'The siding is dilapidated'. The siding where intact is satisfactory and it must be replaced where penetrations were boarded up.
 - The CFS report cited a siding condition with 'a large, melted area' on the north. This is small section where a barbeque grill operated close to the vinyl and softened a section, causing it to sag. This is a common finding with Vinyl siding near grill locations; it is not extreme enough to categorize it as failing or dilapidated; a patch is sufficient.

II. STRUCTURE:

a. Slab Foundation:

The exterior perimeter of the slab is exposed in most areas and free of displacement cracks or settling.

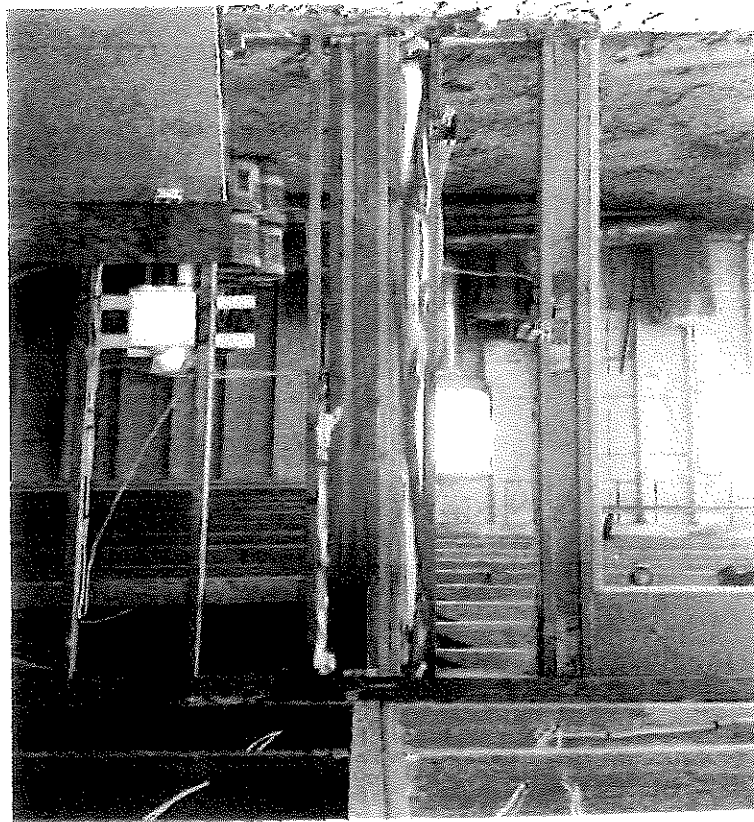
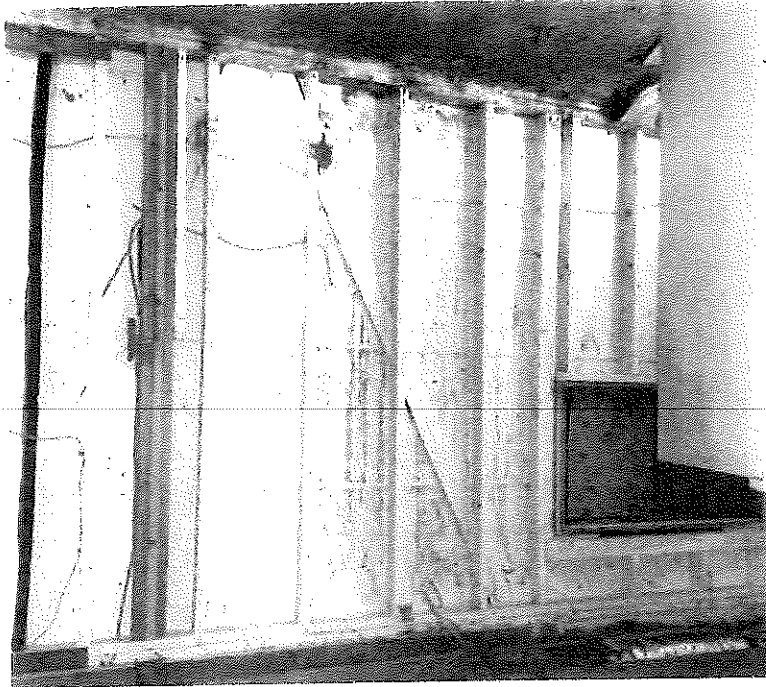
The interior slab is crack free with exception to one crack on the garage floor (which is structurally insignificant).

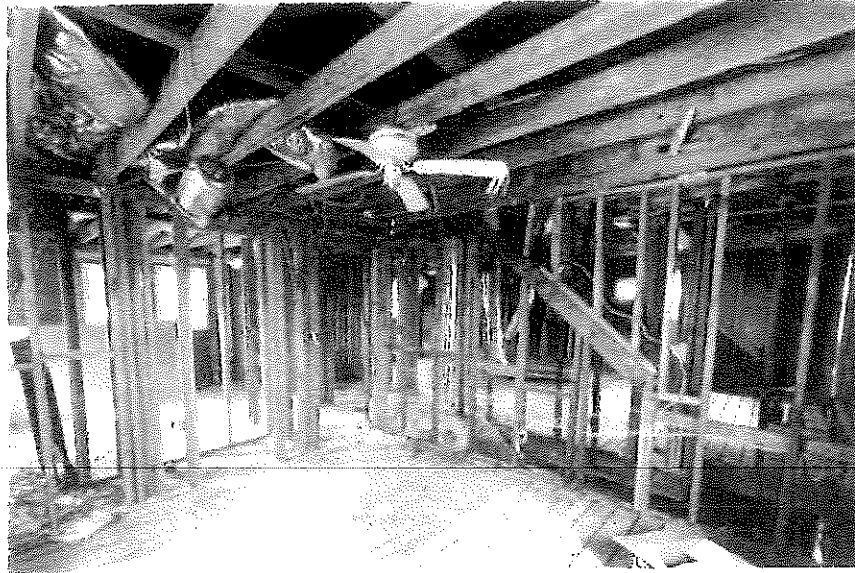


Slab is level and crack free

b. Framing: All framing is exposed in the interior.

- i. Main beams are double 2x8 LAM Beams.
- ii. Joists are 2x8 16" off-centre secured to the LAM Beams with Teko Brackets.
- iii. The walls are 2x8, anchored to double 2x4 wood sill plates that are bolted to the foundation.
- iv. Diagonal bracing on the wall framing was noted to prevent wind damage and racking.
- v. The roof rafters are 2x6 with collar ties.
- vi. The stair risers are 7.5" and the treads are 10", both satisfactory. The CFS reported it is out of code. If the landing is not to code (get a second opinion on this CFS reported code notation) a rotation of the first flight will correct this.





All framing is satisfactory and structurally sound.

All wall and floor frame members are plumb and level with no evidence of past or present rot or termite / carpenter ant damage. The foundation and framed structure are in satisfactory condition.

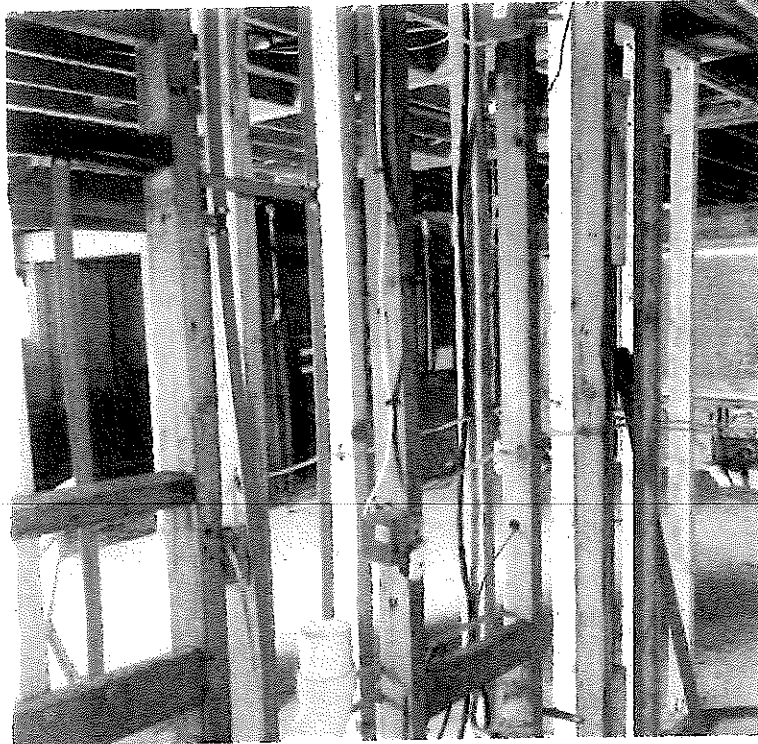
III. INFRASTRUCTURE

a. Electric:

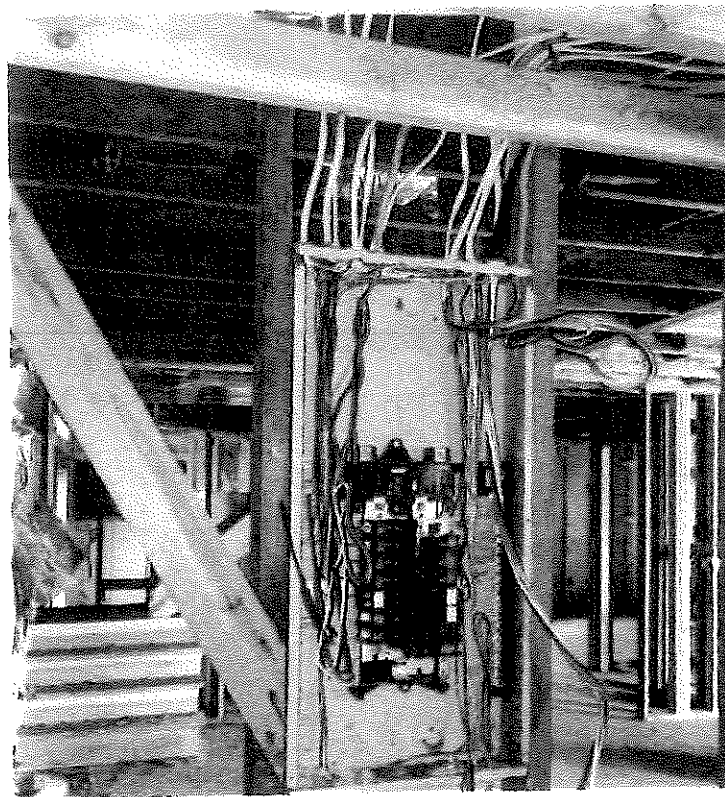
The house is rewired. When the sheetrock is complete, install devices (breakers, outlets, switches and lighting)

b. Plumbing:

The plumbing lines in the house are complete. It is new PEX piping for both hot and cold-water distribution and PVC waste lines. When the walls are closed in install the plumbing fixtures as required.



Plumbing lines are new and complete throughout.



Electric circuits are distributed and terminate in the panel

SUMMARY OF REMAINING WORK REQUIRED,**27 Grape Lane Hicksville, NY**

The list is provided as a guideline for discussion with your contractor for quick estimates to establish baseline expectations for completion of the renovation. Contractor estimates may vary in accordance with the contractor market, selected contractor and unknown field conditions that may arise once the project is underway

Windows:	
• Replace as required	
Roof:	
• Patch damaged section over garage	
• Budget to replace the roof in 5 years.	
Siding:	
• Replace missing siding in the front as required.	
• Patch miscellaneous penetrations where air conditioners and windows were closed.	
Interior installations required:	
• Insulation	
• Sheetrock	
• Tape and Paint	
• Moldings	
• Flooring	
Install Electrical and Plumbing fixtures as required.	
Install wall mounted combo boiler hot water heater.	
Replace garage door	

Barry G. Alton PE
 NYS License No.: 073041
 4/16/2022



Barry G. Alton PE
 4/16/2022

(105,391 unread) - dalmazon@yahoo.com - Yahoo Mail

Page 1 of 2

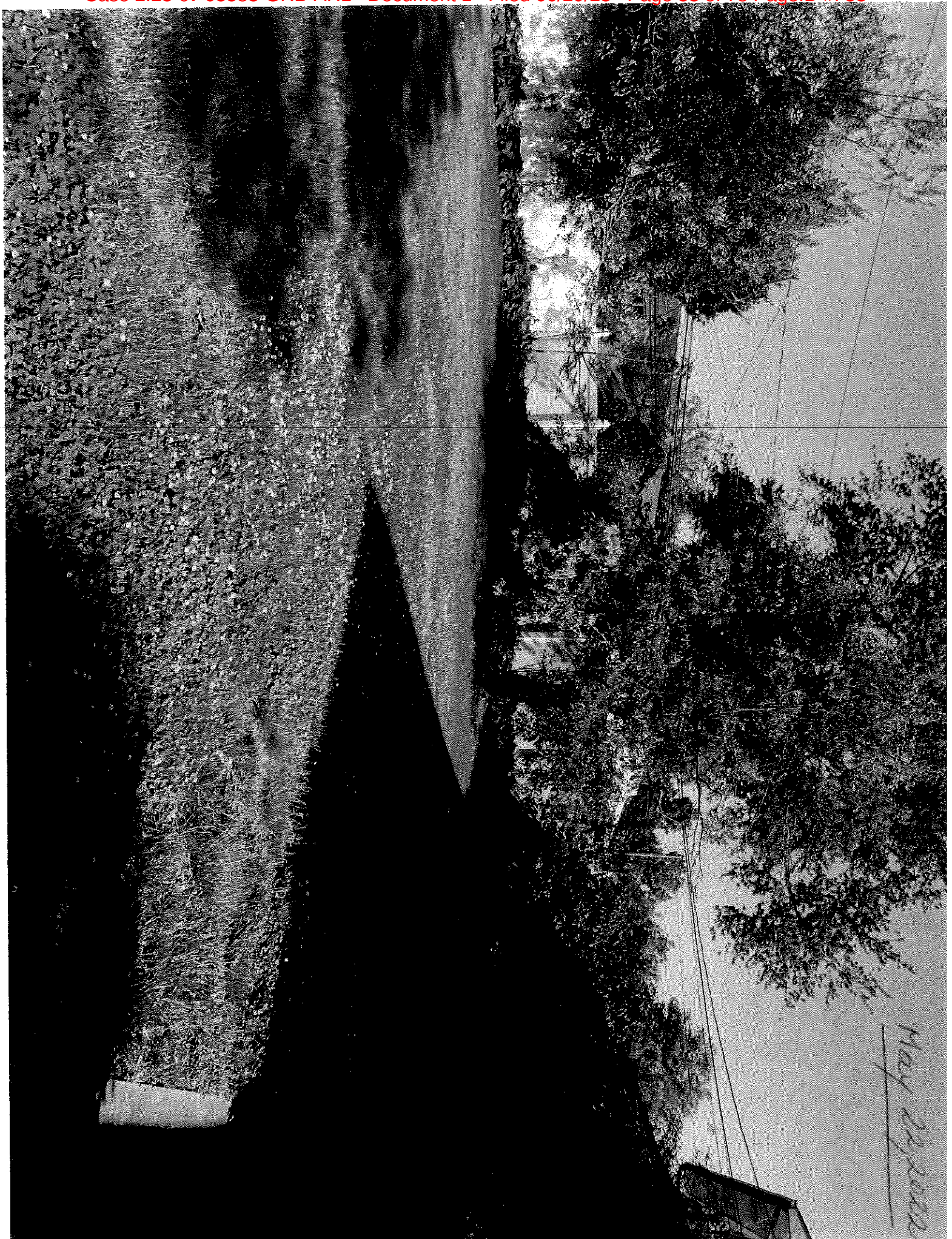
26652638-7FBB-4396-A5DB-2708DE44BC46.PNG

Download





May 22, 2022



May 29, 2022

To Whom it may concern

4/25/22

I would like to make mention of the care Donna makes on her property on Grape Lane.

Even, when hard times fall upon us, Donna makes time to manage and maintain her property well.

At all Holidays Donna brings in the seasons with her warm and loving touch and her decorative talents.

Sincerely

Katherine Reeb.

To whom it may concern,

I wanted to make note of how well Donna keeps the property. It is manicured and well managed. During the holiday season it is decorated beautifully. It has meant a lot to us as neighbors.

Sincerely,

Chris Pelle

Christina Pelle

RECEIVED
SUPREME COURT
FEDERAL COURT
2023 APR 29 PM 3:19

Search your mailbox Donna Rosu Account Info ☒ Go Sign Out Home

Sent Contacts Notepad Calendar

Compose Delete Actions ☒ Apply

999+ Fwd: 27 Grape Lane, Hicksville New York 11801 donnar2011@yahoo.com/Sent
999+ Donna Rosu <donnar2011@yahoo.com> Mar 21 at 9:30 PM
To: Donna Rosu <dalmazon@yahoo.com>

Inbox 999+
Drafts 943
Sent
Archive
Spam
Trash

Sent from my iPhone
Begin forwarded message:

From: donnar2011 <donnar2011@yahoo.com>
Date: April 21, 2016 at 6:21:45 AM EDT
To: Nathan Mendenhall <nathan.mendenhall@piblaw.com>
Subject: RE: 27 Grape Lane, Hicksville New York 11801

Folders Edit Hide

+ New folder
Drafts
Outbox
Unwanted

Compose

Good Morning Mr. Mendenhall,

Chase contacted me on Tuesday and came yesterday April 20th, 2016. The inspector was the same gentlemen and he was surprised that Chase did not send me the check. He rushed it last year and could not believe what I was going through and all the delays.

Did you send the check for the plumbing and sheetrock that the insurance sent last year \$18,800 and Chase lost it then it was discovered it was cashed by Chase and has been in their escrow account now for over a year. Please send this asap also.

I would like the house to be finished so I can have a home. The check for \$28,800 is for the construction. This check please again only in my name as I will be ordering stuff and having it installed. Contractors have been taking advantage of homeowners as I am sure you heard and Chase advised that the check will be in my name only.

As you know between the insurance not paying enough I managed to get a grant from the government to help with the construction.

The \$28,800 is for the construction, which was suppose to be sent out last year.

Also, thank you again for putting our matter in the conference part and working with me for a modification as Chase and Fannie Mae advised they will.

It's been very stressful as you can imagine.

Thank you again,
Doina (Donna Rosu) Alamazon
(516) 729-3412

Sent from my T-Mobile 4G LTE Device

Good Morning Mr. Mendenhall,

Chase contacted me on Tuesday and came yesterday April 20th, 2016. The inspector was the same gentlemen and he was surprised that Chase did not send me the check. He rushed it last year and could not believe what I was going through and all the delays.

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It's been very stressful as you can imagine.

Thank you again, Doina (Donna Rosu) Alamazon (516) 729-3412

Non-Stop Delays

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Nathan Mendenhall <nathan.mendenhall@piblaw.com>

Date: 4/15/2016 4:37 PM (GMT-05:00)

To: Donna Rosu <donnar2011@yahoo.com>

Cc: John Falzone <John.Falzone@piblaw.com>

Subject: 27 Grape Lane, Hicksville New York 11801

Hi Donna,

I thought you would require no response with regarding your e-mail. I am going to look into it from the principle of course. I am going to look into the matter and see what the best course of action is.

I am going to look into the matter and see what the best course of action is. I am going to look into the matter and see what the best course of action is. I am going to look into the matter and see what the best course of action is.

I am going to look into the matter and see what the best course of action is.

I am going to look into the matter and see what the best course of action is.

I am going to look into the matter and see what the best course of action is.

Best,

Nathan Mendenhall
PIB Law | 908.300.3504

From: Donna Rosu [mailto:donnar2011@yahoo.com]

Sent: Friday, April 15, 2016 8:21 AM

To: Nathan Mendenhall

Subject: 27 Grape Lane, Hicksville New York 11801

Good Morning Mr. Mendenhall,

Pursuant to our phone conversation, please let me know if the inspector from the Bank will be coming tomorrow, Saturday, April 16th or Monday, April 18th.

Thank you for putting the matter in the Conference Part of the Nassau County, Supreme Court and that we will be working on a modification. I did not get the letter yet, however you said its on for May 25th, at 2:30 pm.

Also, I will send you the estimate from the plumber directly. I would like the check to be only in my name as Chase did ask if I would like to have it in my name only. I had a horrible experience with the other contractor, if however you need to put both names, then please put the plumber and my name Doina Almazon. The \$18,800.00 is for the plumbing and sheetrock.

The contractor I will let you know who it will be. I sent in 4 estimates to Chase. The Government has now also stepped in to help and they said they will try to give me a contractor as well who can expedite the matter as its far too long. As you recall, the insurance did not give sufficient funds and I managed to get a grant from the government to help.

I advised the plumber and will also advise the contractor to only put the EIN number. Only one put both, the others only put the EIN number. Please confirm your fax number so I can fax it directly to you and you can expedite this.

Please send the check by Certified Mail so it does not get lost.
You can send it to :

Doina Almazon
27 Grape Lane
Hicksville New York 11801

Search your mailbox Donna Rosu Account Info  Go Sign Out Home

Sent Contacts Notepad Calendar
Delete Actions  Apply

Compose

999+ Fwd: 27 Grape Lane Hicksville NY 11801 donnar2011@yahoo./Sent
dalmazon 999+ Donna Rosu <donnar2011@yahoo.com> Mar 21 at 9:31 PM
To: Donna Rosu <dalmazon@yahoo.com>

Inbox 999+
Drafts 943
Sent
Archive
Spam
Trash

Sent from my iPhone

Begin forwarded message:

From: donnar2011 <donnar2011@yahoo.com>
Date: April 22, 2016 at 1:34:33 PM EDT
To: Nathan Mendenhall <nathan.mendenhall@piblaw.com>
Subject: RE: 27 Grape Lane Hicksville NY 11801

Folders Edit Hide

+ New folder
Drafts
Outbox
Unwanted

Compose

Thank you Nathan.
Did you send them the papers I sent you.

Chase said all they were waiting for was for the EIN number for the plumber and that check could be sent today.

That's the one for \$18,800 that they have over a year.

The other one is over 2 years now...
\$28,800.

Please expedite. I sent info again over 2 weeks ago.

Thank you,
Dolma

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Nathan Mendenhall <nathan.mendenhall@piblaw.com>
Date: 4/22/2016 1:26 PM (GMT-05:00)
To: donnar2011 <donnar2011@yahoo.com>
Cc: John Falzone <John.Falzone@piblaw.com>
Subject: RE: 27 Grape Lane Hicksville NY 11801

Hello Mr. Mendenhall

We are writing to confirm that we have dispatched an inquiry to Chase in order to determine the status of the 1st insurance check. As soon as we have new information we will promptly notify you.

Thank you

Nathan Mendenhall
PIB Law | 908.300.3504

From: donnar2011 [mailto:donnar2011@yahoo.com]
Sent: Thursday, April 21, 2016 8:59 PM
To: Nathan Mendenhall
Subject: 27 Grape Lane Hicksville NY 11801

Good Evening Mr. Mendenhall,

I have been trying to reach you.
Hope all is well.

Please call or email me and let me know if the check for \$18,800 has been sent and
When will you send the \$28,800. It's over a year and I need to get home.

Thank you,
Doina (Donna Rosu) Almazon
(516) 729-3412

Sent from my T-Mobile 4G LTE Device

Delete Actions  Apply

Richard A. Shlofmitz, MD, FACC
Chairman, Department of Cardiology

St. Francis Hospital – Vizza Pavillion
100 Port Washington Blvd., Suite 105
Roslyn, NY 11576
Tel: (516) 390-9640 Fax: (516) 390-9650



St. Francis Hospital,
The Heart Center®
Catholic Health Services
At the heart of health

Roslynn Aquino, MS, ANP-C
Kristyn Elish, MS, ANP-C
Kimberly V. Go, DNP, ANP-C
Maranda Maneriam, DNP RN, ANP-C
Laura E. Paquette, MS, AGACNP-BC
Julie Thomas, MS, FNP-C

Julia Babry, MS, FNP-C
Anne Flores, MS, ANP-BC
Claire Greenblatt, MS, AGNP-C
Geraldine Michel, MS, ANP-BC
Harynauth Persaud, MS, PA-C

Stephanie Ciani, PA-C
Maria Fuschetto, MS, ANP-BC
Elizabeth Guzzo, MS, FNP-BC
Jillian M. Oswald, MS, ANP-BC
Donna V. Ramharrack, DNP RN, ANP BC

April 11, 2018

RE: Alamazon, Doina

Date of Birth: 05/01/1964

To Whom It May Concern:

Please accommodate Doina Alamazon as per Dr. Vincent Leone. The pain in her knees and back is strong and if she stands more than 30 minutes it causes swelling which goes down to her leg, raises her blood pressure and makes her clinically unstable, increases risk of stroke with high blood pressure and will need medical intervention.

Please accommodate Doina Alamazon with a car as requested by Dr. Leone

Sincerely,

Richard A. Shlofmitz, M.D.

RAS/SH/sb/DA

cc: Doina Alamazon



Physician Partners

April 25, 2018



North Shore-LIJ Health System is now Northwell Health

RE: DOINA ALMAZON

Vincent J. Leone, MD, FAAOS
Chief, Spine Surgery, Center for Spine Services
Total Hip and Knee Replacement Surgery
Syosset Hospital

Director, Orthopaedic Spine Surgery Program
Peconic Bay Medical Center

Assistant Professor, Orthopaedic Surgery
Hofstra Northwell
School of Medicine

To Whom It May Concern:

The above named patient is currently under my care for lumbar and bilateral knee pain. She is a candidate for knee surgery, but we are trying a course of conservative treatment in the form of medication, physical therapy and injections to her knees. She has tenderness, swelling and crepitus in the knees with bilateral leg weakness. Patient has swelling in her knees which affects her entire body, and causes her pressure to elevate. She is unable to stand for long periods of time and is unable to walk long distances which causes severe swelling in her knees. It is recommended the patient avoid taking public transportation to avoid further stress to her spine and knees. It is medically necessary for her to get car service throughout the year when needed.

Assessment—Right and left knee degenerative joint disease and lumbar discogenic syndrome.

It would be very much appreciated if you would accommodate Ms. Almazon with car service when needed throughout the year to avoid further stress to her spine and knees.

This is a formal request for car service for Ms. Almazon.

If you should have any further questions please do not hesitate to call the office at 516-622-7920.

Sincerely,

A handwritten signature in black ink, appearing to read "Vincent J. Leone".

Vincent J. Leone, MD, FAAOS
Chief, Spine Surgery, Center for Spine Services
Syosset Hospital
Director, Orthopaedic Spine Surgery Program
Peconic Bay Medical Center

/mb



Physician Partners



North Shore-LIJ Health System is now Northwell Health

Vincent J. Leone, MD, FAAOS
Chief Spine Surgery, Center for Spine Services
Total Hip and Knee Replacement Surgery
Syosset Hospital

Director, Orthopaedic Spine Surgery Program
Peconic Bay Medical Center

Assistant Professor, Orthopaedic Surgery
Hofstra Northwell
School of Medicine

May9, 2018

RE: DOINA ALMAZON

To Whom It May Concern:

The above named patient is currently under my care for lumbar discogenic disc disease and bilateral degenerative joint disease of the knees. Please be advised she is 75% disabled.

If you should have any further questions please do not hesitate to call the office at 516-622-7920.

Sincerely,

A handwritten signature in black ink, appearing to read "Vincent J. Leone".

Vincent J. Leone, MD

/mb

EXHIBIT E

2022-8 199

STAMP BY ONLY
1170-401-0707

26

NOTICE OF CLAIM

In the Matter of the Claim of

DOINA ALMAZON

-against-

REC'D TOWN ATTORNEY
'22 SEP 22 @ 11:20

THE TOWN OF OYSTER BAY

To: Frank M. Scalera, Esq., Town of Oyster Bay Village Attorney
54 Audrey Avenue
Oyster Bay, New York 11771
Tel.: (516) 624-6150

Joseph S. Saladino - Town of Oyster Bay - Supervisor
54 Audrey Avenue
Oyster Bay, New York 11771
Tel.: (516) 624-6350

TOWN OF OYSTER BAY - CLERK
54 Audrey Avenue
Oyster Bay, New York 11771
Tel.: (516) 624-6333

Andrew K. Preston, Esq.
Bee, Ready, Fishbein, Hatter & Donovan, LLP
170 Old Country Road - #200
Mineola, New York 11501
Tel.: (516) 746-5599

original to TA 9/22/22

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF Nassau _____X

In the Matter of the Claim of

Doine Almazon _____

- against-

NOTICE OF CLAIM

☐ Village ☒ Town ☐ City ☐ County of

The Town of Oyster Bay _____X

TO: ☐ Village ☒ Town ☐ City ☐ County of Oyster Bay _____

PLEASE TAKE NOTICE that the claimant herein hereby makes claim and demand against you as follows:

1. The name and post-office address of the claimant and of his/her attorney is:

Claimant

Claimant's Attorney

Doine Almazon
P.O. Box 8304
Hicksville, NY 11801
21 Ford Court
Plainview, NY 11803

2. The nature of the claim:

Violating my Constitutional Rights and
Civil Rights including but not limited to the
Fourth, Fifth and Fourteenth Amendments of the
Constitution of the United States.
See also Exhibit A attached hereto; Notice of Tort Claim.

3. The time when, the place where and the manner in which the claim arose: The incident occurred on June 30, 2022 at or about 2:30 p.m. ☐ a.m. ☒ p.m.,

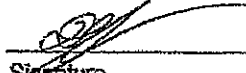
The Town of Oyster Bay and/or their Agents
demolished 27 Grape Lane, Hicksville, N.Y. 11801

4. The items of damage or injuries claimed are:

Demolish of 27 Grape Lane, Hicksville, NY 11801
causing financial loss, mental anguish and emotional harm
and distress. Asking for Four Million (\$4,000,000.00) Dollars.

That said claim and demand is hereby presented for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

Dated: September 20, 2022
Picksville, New York

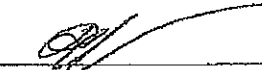


Signature
Doina Amazon

Print Name

STATE OF NEW YORK)
) ss.:
COUNTY OF Nassau)

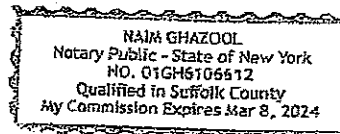
I, Doina Amazon, am the Claimant in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.



Signature

Sworn to before me on this 20
day of September, 2022

Notary Public



VERIFICATION

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Doina Almazan, being duly sworn, deposes and says that deponent is one of the named claimants herein; deponent has read the foregoing NOTICE OF CLAIM and knows its contents; the same is true to deponent's knowledge, except as to those matters stated to be alleged upon information and belief, and as to those matters deponent believes it to be true.



Doina Almazan

Sworn and subscribed to before me
on this 20 day of September, 2022



Notary Public

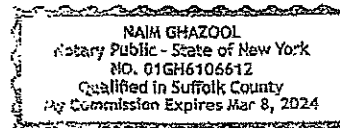


Exhibit A

Notice of Tort Claim

To: Town of Oyster Bay Village Attorney Frank Scalera
54 Audrey Ave.
Oyster Bay, NY 11771
(516) 624-6150

Please accept the following Notice of Tort Claim regarding the Town of Oyster Bay demolishing my house, located at 27 Grape Lane, Hicksville, NY 11801, known as Section 45, Block 328, Lot 17, on June 30, 2022 in violation of Town Code and in civil contempt of a Decision and Order by Hon. Randy Sue Marber, J.S.C., entered on January 7, 2022.

Claimant Information

Doina Almazon, pro se
(516) 729-3412
dalmazon@yahoo.com

Nature of Claim

1. This action arises out of the Town of Oyster Bay (referred to as the 'Petitioner' in the Decision and Order by Hon. Randy Sue Marber, J.S.C.) demolishing my house, located at 27 Grape Lane, Hicksville, NY 11801, in violation of Town Code and in civil contempt of a Decision and Order by Hon. Randy Sue Marber, J.S.C. entered on January 7, 2022. Page two (2) of this Decision and Order states, 'The Petitioner seeks...to have the Property declared a nuisance and for demolition of same in the event that such survey deems the structure to be "dangerous" as defined by Town Code'.
2. Hon. Randy Sue Marber, J.S.C. agreed to the terms set by the Petitioner, expecting the Petitioner to obey these terms. The Petitioner misled Hon. Randy Sue Marber, J.S.C., because if my house is not 'dangerous' as defined by Town Code § 96-2, it cannot be 'declared a nuisance' as per Town Code § 96-3.
3. The definition of 'declaring a building a nuisance' is listed in Town of Oyster Bay Code § 96-3, titled 'DECLARATION OF NUISANCES' which states, 'All dangerous buildings, as

defined by § 96-2 of this chapter, are hereby declared to be public nuisances and shall be...demolished...’.

4. Town Code § 96-3 was written to ensure that a building can only be declared a nuisance if it is **first declared a dangerous building** as per Town Code § 96-2, to properly restrain the Town of Oyster Bay from declaring a building a "nuisance" **without cause**.

5. The definition of ‘**dangerous**’ is listed in Town of Oyster Bay Code § 96-2, titled ‘**DANGEROUS BUILDINGS**’. The definition of dangerous lists fourteen (14) conditions of dangerous buildings, and a building **must** be suffering from one (1) of these fourteen (14) conditions to be declared a dangerous building.

6. **None** of these fourteen (14) conditions apply to my house. Condition seven (7) only states, “A vacant or abandoned building.” The definition of ‘**vacant or abandoned**’ is also listed in Town of Oyster Bay Code § 96-2, titled “**VACANT AND ABANDONED**”, and within Town Code § 96-2 there is section (3) and subsection (a); section (3) states, “Residential real property **will not be deemed vacant and abandoned if, on the property:**” and subsection (a) states ‘There is an unoccupied building that is undergoing **construction, renovation, or rehabilitation...**’

7. Therefore, condition seven (7) does **not** apply to my house either as it was undergoing renovation and it was 70% complete.

8. Hon. Randy Sue Marber, J.S.C. agreed to the terms set by the Petitioner, to allow the Petitioner to demolish my house if the structure was “dangerous” as defined by Town Code, see paragraph four (4), **which is necessary** before Hon. Randy Sue Marber, J.S.C. can declare my house to be a public nuisance.

9. **If my house is not ‘dangerous’ as defined by Town Code § 96-2, it cannot be ‘declared a nuisance’ as per Town Code § 96-3.**

10. My house was not "dangerous" as defined by Town Code, as corroborated by three (3) certifications by an independent architect, an independent building contractor and an independent professional engineer BEFORE the Town of Oyster Bay demolished my house in violation of Town Code and in civil contempt of a Decision and Order by Hon. Randy Sue Marber, J.S.C. entered on January 7, 2022.

Injuries

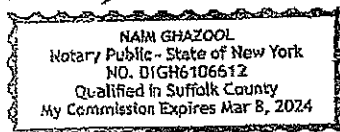
As a result of the Town of Oyster Bay demolishing my home located at 27 Grape Lane, Hicksville, NY 11801, in violation of Town Code and in civil contempt of a Decision and Order by Hon. Randy Sue Marber's Decision and Order entered on January 7, 2022, I have sustained a considerable financial loss and I have suffered mental anguish.

Dated: Nassau County, NY
September 20, 2022
Hicksville, New York

Very truly yours,


Dajana Almazon
(516) 729-3412
dalmazon@yahoo.com

Sworn and Subscribed to
before me on this 20
day of September, 2022



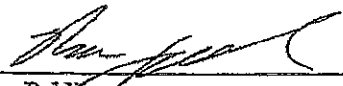

Notary Public

EXHIBIT F





